

AMENDMENT NO. 1

Funding Opportunity Number DTFH61-07-RA-00106 Highways for LIFE Technology Partnerships Program

Request for Applications (RFA) Issue Date: March 2, 2007
Amendment No. 1 Issue Date: March 22, 2007
REVISED Application Due Date: May 2, 2007

The purpose of this amendment is to revise the following in the RFA document:

1) EXECUTIVE SUMMARY

Revise the Application Due Date from April 16, 2007, 4:15 pm Eastern, to MAY 2, 2007, 4:15 pm Eastern.

2) SECTION I – FUNDING OPPORTUNITY DESCRIPTION

Paragraph E, EXAMPLES OF ALLOWABLE ACTIVITIES: Add the following underlined text to the existing paragraph, and add the additional note below:

NOTE: Recipients shall NOT proceed with Phase II without prior written approval from the FHWA Agreement Officer's Technical Representative (AOTR). The FHWA AOTR will authorize work under Phase II only after determination of successful results under Phase I. **The FHWA AOTR will provide a response to the recipient (either authorization to proceed or notice that Phase II will not be authorized) within two weeks of receipt of the Phase I Report deliverable. In the event the FHWA AOTR requires additional time to provide a response to the recipient regarding Phase II authorization, the agreement period of performance and deliverable due dates will be amended accordingly based on agreement of the parties.**

NOTE: The Phase I Report shall include the applicant's analysis, as applicable, of whether the innovation can be manufactured, operated and purchased economically.

3) SECTION IV – APPLICATION AND SUBMISSION INFORMATION

a. Paragraph B, CONTENT AND FORM OF APPLICATION SUBMISSION:

Correct the fifth bullet on the list of required forms for the application package. Delete “Agreements.gov Lobbying Form” and insert “Grants.gov Lobbying Form” in lieu thereof.

b. Paragraph B, CONTENT AND FORM OF APPLICATION SUBMISSION:

Revise the text under the sixth bullet on the list of required forms for the application package, Attachments Form, Item 3) Digital Photo or Video Clip, to increase the number of allowable photos from two to six, and allow applicants to submit either digital photos or a video clip or both. Add the following underlined text to the paragraph:

3) Digital Photo or Video Clip - For applications of innovations which consist of material equipment or a tool, applicants shall submit either a digital photo(s) (not to exceed **SIX** photos) or a short video clip (not to exceed two minutes) of the innovation proposed, **or both. Note: Applicants choosing to submit digital photos may submit up to six digital photos either separately or within the technical application narrative section. Digital photos contained within the technical application narrative section will not count against the 15 page limit.**

c. Paragraph B.7., LETTERS OF SUPPORT: Item 2 – Add the following underlined text to the paragraph:

2. As described above under Project Management Plan, Phase II, applicants are encouraged to submit at least one but not more than 3 letters of interest from State Highway Agencies and/or local municipalities **or contractors** that may be interested in participating in the first application demonstration, subject to the successful results of the testing and evaluation in Phase I.

d. Paragraph B, Part II- Budget Application: Add the following as Item 7:

7. Representation of Limited Rights Data and Restricted Computer Software

The applicant offer shall provide the following information to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the applicant’s response is not determinative of the status of such data should an agreement be awarded to the applicant.

The applicant shall include the following text in the application, filled in by the applicant:

“The applicant has reviewed the requirements for the delivery of data or software (see Data Rights Clause of the solicitation) and states [*applicant check appropriate block*] –

_____ * **None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.**

_____ * **Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:**

Note: “Limited rights data” and “Restricted computer software” are defined in the agreement clause entitled “Data Rights.”

e. **Paragraph C, SUBMISSION DATES AND TIMES:** Revise the application due date from April 16, 2007, to May 2, 2007.

3) SECTION V – APPLICATION REVIEW INFORMATION

a. **Paragraph A, EVALUATION CRITERIA:** Add the following text:

NOTE: FHWA will use the following criteria for selection of awards at both funding levels, \$200,000 and \$500,000.

b. **Paragraph A, EVALUATION CRITERIA:** Add the following underlined text to the Evaluation Criteria 1, Technical Merit of the Application, bullet number three:

1. Technical Merit of the Application (60%)

- **Significance of Innovation**—Will the innovation produce a significant advancement to conventional practice? Is there potential for successful deployment?
- **Potential Benefit**—Will the innovation benefit the transportation industry nationally?
- **Meets Program Objectives** – Does the application meet the HfL program objectives and at least one of the HfL goals? Does the application demonstrate that the technology is still in a prototype stage needing further refinement and testing, and has NOT already entered a public demonstration stage?

4) SECTION VI – AWARD ADMINISTRATION INFORMATION

- a. Paragraph A.8., DATA RIGHTS:** Label the original text as “Rights in Data Part 1” and label the new added text as “Rights in Data Part 2.” Under “Rights in Data Part 2,” add text to the end of the clause. This text is adapted from the Federal Acquisition Regulation (FAR) Clause 52.227-14 Alt II and III. (See complete text below in Section VI, Paragraph A.8.)
- b. Paragraph A.6., OBLIGATION CEILING RATIO:** Delete the clause in its entirety and insert “Reserved” in lieu thereof.

All other information provided in the RFA remains unchanged. The following pages are the original RFA posted March 2, 2007, with Amendment 1 additions (cited above) added in underlined and bolded text.

***Federal Funding Opportunity
Request for Applications (RFA)
Executive Summary***

Federal Agency Point of Contact: U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590
Attn: Sarah Tarpgaard, HAAM-40F
Phone (202) 366-5750, Fax (202) 366-3705
Email Sarah.Tarpgaard@dot.gov

Funding Opportunity Title: **“Highways for LIFE
Technology Partnerships Program”**

Announcement Type: This is the initial announcement of this funding opportunity.

Funding Opportunity Number: **RFA Number DTFH61-07-RA-00106**

CFDA Number: Catalog of Federal Domestic Assistance (CFDA) Number 20.200

Eligible Applicants: Competition under this solicitation is open to all non-profit and for-profit organizations EXCLUDING State and Local governments, local municipalities, Institutes of Higher Education, and Federal Laboratories.

NOTE: State and Local governments, local municipalities, Institutes of Higher Education, and Federal Laboratories are excluded from competition as prime awardees but are encouraged to participate as a partner at the subawardee level.

Dates: RFA Issue Date: March 2, 2007
Pre-proposal Teleconference: March 15, 2007, 2 pm Eastern
(REVISED) Application Due Date: **MAY 2, 2007, 4:15 pm Eastern**

Information on Pre-proposal Teleconference

DATE / TIME: In an effort to provide clear guidance on solicitation requirements, FHWA plans to conduct a pre-proposal teleconference on Thursday, March 15, 2007 from 2 pm – 4 pm, Eastern time.

PURPOSE: The purpose of the pre-proposal teleconference is to present the requirements of this solicitation, discuss the program and answer questions from potential applicants regarding this solicitation and the planned resulting awards.

REGISTRATION: Interested potential applicants who wish to participate must register for the meeting by Tuesday, March 13, 2007 by calling or emailing the following point of contact. Participation from potential applicants shall be limited to two phone lines. When registering, please provide: (1) organization name; and (2) number of phone lines planned to call in (limit two lines). FHWA will not release the identity of organizations and individuals participating in the pre-proposal teleconference. Pre-proposal Teleconference Point of Contact for Registration:

Caron Barnhart
Email: Caron.Barnhart@DOT.GOV
Phone: 202-366-0131

Upon receipt of your registration information, FHWA will provide interested applicants the 1-888 phone number for applicants to call to participate in the teleconference.

QUESTIONS FOR PRE-PROPOSAL TELECONFERENCE: Potential applicants are encouraged to submit questions for the pre-proposal teleconference by email to Sarah.Tarpgaard@DOT.GOV no later than Tuesday, March 13, 2007. FHWA will compile the questions and, to the extent possible, provide answers during the teleconference. FHWA will not reveal the identity of the individuals and/or organizations submitting the questions. Rather, questions will be paraphrased. As time permits, FHWA will also entertain additional questions during the pre-proposal teleconference. FHWA will compile and post online at www.Grants.gov, a summary list of Questions & Answers discussed during the pre-proposal teleconference.

QUESTIONS & ANSWERS

During the period between release of the solicitation and proposal due date, FHWA plans to periodically post a summary of questions received and answers to those questions. The periodic summaries of “Questions & Answers” will be posted at www.Grants.gov under Funding Opportunity Number DTFH61-07-RA-00106. Accordingly, potential applicants are encouraged to register at www.Grants.gov under the subject Funding Opportunity Number to receive change notifications by email.

TABLE OF CONTENTS

<u>Section Title</u>	<u>Page</u>
SECTION I - FUNDING OPPORTUNITY DESCRIPTION	<u>8</u>
SECTION II - AWARD INFORMATION	<u>12</u>
SECTION III - ELIGIBILITY INFORMATION	<u>13</u>
SECTION IV - APPLICATION AND SUBMISSION INFORMATION	<u>14</u>
SECTION V - APPLICATION REVIEW INFORMATION	<u>22</u>
SECTION VI - AWARD ADMINISTRATION INFORMATION	<u>23</u>
SECTION VII - AGENCY CONTACT	<u>40</u>

SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests applications for assistance to result in the award of multiple grants and/or cooperative agreements in support of the Highways for LIFE Technology Partnerships Program.

B. LEGISLATIVE AUTHORITY

The authority to award a grant for this effort is found in Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Public Law 109-59), in Section 1502 entitled “Highways for LIFE Pilot Program.” Section 1502(c)(1) allows the Secretary of Transportation to make grants or enter into cooperative agreements or other transactions to foster the development, improvement, and creation of innovative technologies and facilities to improve safety, enhance the speed of highway construction, and improve the quality and durability of highways. Section 1502(c)(2) states, “The Federal share of the cost of an activity carried out under this subsection shall not exceed 80 percent.”

C. BACKGROUND

Highways for LIFE (HfL) is a discretionary program of SAFETEA-LU, funded at \$75 million over four years, to demonstrate and promote state-of-the-art technologies, elevated performance standards, and new business practices in the highway construction process that result in improved safety, quality and user satisfaction, faster construction, and reduced congestion from construction work zones. The purpose is to accelerate the rate of adoption of proven innovations and technologies. The program includes (1) incentive funding for highway construction projects that employ innovative approaches; (2) partnerships with industry to accelerate advancement of innovations from “proven” to “routine practice;” (3) extensive technology transfer and communication; (4) monitoring and evaluation to assess effectiveness; and (5) stakeholder involvement. The program focus is to work within the highway community to increase awareness, and understanding of the benefits of innovations through demonstration projects, technical assistance and technology transfer.

The purpose of the Technology Partnership Program is to work with the highway construction industry to accelerate the adoption of promising innovations. **Innovations is an inclusive term used by HfL to convey all of the following, but not limited to: technologies, materials, tools, equipment, procedures, specifications, methodologies, processes, or practices used in the financing, design, or construction of roads or highways.** This component of the Highways for LIFE Program is intended to provide the financial impetus to adapt a proven non-highway related innovation or to refine or improve existing equipment, materials, practices, or processes that have been demonstrated but not become adopted as routine or common practice in the highway industry.

D. STATEMENT OF OBJECTIVES

Unlike other Federal research grant programs such as the Small Business Innovation Research Program, or the Transportation Research Board's Innovations Deserving Exploratory Analysis Program, the HfL Technology Partnerships program is not intended to fund all phases of the technology development continuum, from concept exploration through marketing. Nor is it intended to fund the marketing of existing products currently available for purchase in the marketplace.

The program is intended to fund innovations that have been developed to a prototype and require further refinement, testing, evaluation and first application in a real-world setting before they would be available for purchase, or conventional practice. The program is NOT intended to fund innovations that have moved beyond the prototype stage and into a public demonstration stage.

NOTE: For purposes of this solicitation, a "prototype" is a single, uniquely functional unit that has not moved into a multi-unit production.

FHWA intends to award grants or cooperative agreements that meet the following eligibility requirements:

1) The innovation must make a significant contribution to achieving at least one of the following Highways for LIFE goals:

- **Improving project and/or work zone safety (including worker or user safety)**

Examples include, but are not limited to, safety improvements to the infrastructure and/or operational aspects of a project that reduce or eliminate exposure, improve communication to the driver (visual, audible cues), or otherwise improve worker/motorist/pedestrian safety.

- **Reducing congestion due to construction**

Examples include, but are not limited to, simulation models that help planners identify strategies to minimize disruption to drivers and surrounding communities and systems that improve traffic flow through or around the work zone.

- **Accelerating construction**

Examples include, but are limited to, the application of process/industrial engineering principals to improve the efficiency of highway construction practices, prefabricated elements and systems including required equipment, rapid setting materials, enhanced logistics and rapid on-site performance testing.

- **Improving quality**

Examples include, but are not limited to, the integration of automated sensors into construction equipment and/or highway structures (pavements and bridges) to achieve enhanced real-time process control, or products that extend the life of the highway such as

use of high performance materials, or life cycle cost analysis tools, pavement design tools, or quality control tools

2) The innovation must:

A) be a significant refinement of an existing innovation successfully used in the highway industry or a new innovation that would provide an easier to use, lower cost, and more reliable options than those currently available to solve a highway-related problem,

OR

B) be a non-highway related innovation that has been successfully used, either domestically or internationally, and has demonstrated a clear potential for success by the U.S. highway industry to provide a feasible solution to a highway-related problem,

AND

have been developed to a prototype, but not yet available for purchase, and be ready for a full-scale, controlled test and first application demonstration under real-world operating conditions.

3) The prototype must be able to be tested and installed on a highway or road project within one year of the award date and be fully evaluated within two years of the award date.

NOTE: Applicants needing assistance in identifying and obtaining support for testing or first application demonstration from a State Highway Agency or local municipality can contact the Highways for LIFE Coordinator in the FHWA Division Office or Local Technical Assistance Program (LTAP) Center in their State for assistance. For further information on FHWA Division locations, please visit <http://www.fhwa.dot.gov/field.html#fieldsites>. For further information on the LTAP Centers please visit <http://www.ltapt2.org/>.

E. EXAMPLES OF ALLOWABLE ACTIVITIES

Applications in response to this solicitation must propose activities under two phases in the application's required project management plan (see Section IV, Technical Application) . Phase I includes activities related to refining and testing the prototype and Phase II includes activities related to the first application demonstration, project evaluation, and technology transfer.

Phase I: Activities that will be considered for funding under **Phase I** include, but are not limited to:

- --testing the prototype under approved/recognized test and evaluation protocols by an independent laboratory
- --performance evaluations
- --prototype refinement
- --development of product specifications and operating guidelines

Phase II: Activities that will be considered for funding under **Phase II** include, but are not limited to:

- --evaluation of the first full-scale project demonstration
- --development of guidelines for performance specifications, application, use and maintenance
- --technology transfer activities of the first application and its benefits during construction

Deliverables for this award include a report of the performance specifications, testing results, operating procedures, and/or other Phase I findings, a report of the first demonstration project evaluation and guidelines for performance specifications, application, use and maintenance and/or other Phase II findings. (See Section VI – Award Administration Information, Paragraph B.4. for a complete list of deliverables.)

NOTE: Recipients shall NOT proceed with Phase II without prior written approval from the FHWA Agreement Officer's Technical Representative (AOTR). The FHWA AOTR will authorize work under Phase II only after determination of successful results under Phase I. **The FHWA AOTR will provide a response to the recipient (either authorization to proceed or notice that Phase II will not be authorized) within two weeks of receipt of the Phase I Report deliverable. In the event the FHWA AOTR requires additional time to provide a response to the recipient regarding Phase II authorization, the agreement period of performance and deliverable due dates will be amended accordingly based on agreement of the parties.**

NOTE: The Phase I Report shall include the applicant's analysis, as applicable, of whether the innovation can be manufactured, operated and purchased economically.

Section 508

All final deliverable electronic documents prepared under this agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508/508standards.htm - PART 1194\)](http://www.access-board.gov/508/508standards.htm) and the [Federal IT Accessibility Initiative Home Page \(http://section508.gov\)](http://section508.gov) for detailed information. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text

images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates that \$3,000,000 - \$4,000,000 will be made available under the Technology Partnership Program, subject to the number of applications received. FHWA anticipates most agreement awards resulting from this solicitation will not exceed \$200,000 for the total period of performance. However, FHWA may award agreements up to \$500,000 for projects that demonstrate a clear plan of action towards immediate commercialization of the proposed innovation.

In addition to the above listed funding amounts, FHWA may provide additional funding at the completion of the award period for supplemental or continuation projects such as a Product Demonstration Showcase.

B. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making 12 awards at the \$200,000 funding level and up to 3 awards at the \$500,000 funding level.

C. PERIOD OF PERFORMANCE

The period of performance for this agreement will be twenty-four months commencing from the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be August 30, 2007.

D. TYPE OF AWARD

FHWA intends to award grants and/or cooperative agreements as a result of this RFA.

Note: Applicants may propose either a grant or a cooperative agreement award. If an applicant is seeking substantial Federal involvement in the technical work under the project, applicants should request a cooperative agreement and specify the tasks/activities to be performed by FHWA. If an applicant is not seeking Federal involvement in the technical work of the project, applicants should request a grant award.

E. DEGREE OF FEDERAL INVOLVEMENT

FHWA anticipates Federal involvement between FHWA and the Recipient during the course of this project to include:

- Technical assistance and guidance;
- Close monitoring of the project
- Participation in status meetings including kick off meeting and bi-annual budget reviews.
- Other technical tasks as requested by the applicant and approved by FHWA.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Competition under this solicitation is open to all non-profit and for-profit organizations EXCLUDING State and Local governments, local municipalities, Institutes of Higher Education, and Federal Laboratories.

NOTE: State and Local governments, local municipalities, Institutes of Higher Education, and Federal Laboratories are excluded from competition as prime awardees but are encouraged to participate as a partner at the subawardee level.

B. COST SHARING OR MATCHING

Federal funds are restricted to 80% of project costs. The applicant must contribute a minimum of 20% of the total project costs. Additional cost sharing, above the minimum required, is encouraged and will be taken into consideration in the evaluation for award. See Section V, Evaluation Criteria.

NOTE: The cost share match must equate to 20% of the total project costs. "Total project costs" consist of two parts: (1) the Federal share plus (2) the applicant share. To calculate the 20%

match amount required, applicants must propose 20% of the “total project costs.” For example, if Federal funds requested is \$200,000, then the 20% cost share match is \$50,000.

The applicant’s cost sharing requirement can be met through direct financial support for the product development or testing or through “in-kind” services. For details on costs eligible to satisfy cost share requirements, see 49 CFR Part 19, paragraph 19.23 entitled Cost sharing or matching, available at <http://www.dot.gov/ost/m60/grant/49cfr19>. Note: Cost sharing contributions shall not consist of funds or costs paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

The applicant shall complete all forms included in the Application Package for this RFA as contained at www.grants.gov. The applicant shall submit the application on-line at www.grants.gov. The FHWA encourages applicants to register in advance of the application due date at www.grants.gov. Approval of [grants.gov](http://www.grants.gov) registration may take many days or weeks.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

Note: Applicants may mark submittals as proprietary or source selection sensitive in accordance with Federal Acquisition Regulation (FAR) Part 3.104-4 -- Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information, available at www.arnet.gov.

Submit your application in the following format.

The application package shall consist of the following:

- SF424
 - SF424A
 - SF424B
 - SFLLL
 - **Grants.gov** Lobbying Form
 - Attachments Form
 - 1) Technical Application * - 15 page limit
 - 2) Budget Application Detail* - no page limit
- Digital Photo or Video Clip - For applications of innovations which consist of material equipment or a tool, applicants shall submit either a digital photo(s) (not to exceed **SIX** photos) or a short video clip (not to exceed two minutes) of the innovation proposed, **or both**.
- Note: Applicants choosing to submit digital photos may submit up to six digital photos either separately or within the technical application narrative section. Digital photos contained within the technical application narrative section will not count against the 15 page limit.** Digital photos may be uploaded electronically under

the Attachments Form via www.Grants.gov with application. For video clips (and for digital photos if the applicant so chooses), applicants shall send the video clip on CD/DVD directly to Sarah Tarpgaard at the mailing address provided in Section VII herein no later than the solicitation closing date and time. Videos and digital photos submitted are not expected to be of professional quality and are only to be used for benefit of the technical evaluation panel members to have visual representation of the innovation proposed. CD/DVD submittals will not be returned to applicants.

* Applicants may attach as many files as necessary to provide information requested below.

Note: Applications under this RFA are not subject to the State review under E.O. 12372.

Part I - Technical Application

NOTE: The Technical Application cannot exceed 15 pages. Letters of Support (see below paragraph 7, Letters of Support) do NOT count against the page limit. Resumes of Key Personnel (see below paragraph 5, Organization, Personnel and Facilities) do NOT count against the page limit.

In the event a technical application exceeds the 15-page limitation, the Government will evaluate only the first 15 pages of the proposal. The format of the above application shall be as follows:

1. Applications shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.

Technical applications must contain:

1. COVER SHEET – 1 page

The cover sheet should be a maximum of one page and contain the following information.

1. Date.
2. Title of project.
3. Name/address/phone number/fax/email of submitting organization and primary point of contact.
4. Business type (professional trade associations, manufacturers, trade contractors, and suppliers).

5. Brief summary of application and potential impact on current practice.
6. State how you first learned of this Technology Partnership Program solicitation.

2. SUMMARY OF PROPOSAL

Starting on page 2 of the technical application, provide a technical summary of the proposed innovation as follows:

1. **Need Statement.** Concisely define the need the innovation addresses and describe the innovative approach to the problem.
2. **HfL Goals.** Describe how the innovation addresses the HfL goals as described in Section D: Statement of Objectives, paragraph (1).
3. **Market Need and Potential Payoff for Routine Practice.** Describe the market need and potential benefits of implementing the innovation. Include results of market or trend analyses that have been completed.
4. **Difference from Other Practices.** Describe how this innovation is different and/or more effective than other similar products currently in the marketplace. Describe the strengths, challenges and opportunities from a competitive standpoint. Describe company strengths for capitalizing on the advantages of the proposed new technology and overcoming challenges in implementation.
5. **Other Applications of the Innovation.** If the innovation is a refinement or improvement of an existing technology, describe approximately how many times the innovation has been used, organizations that have used it, and the monitoring/testing results of their experiences. Provide up to 6 names and their respective contact information.
6. **Patent Information, if applicable.** Indicate whether the proposed technology/innovation is described in a pending patent application or covered by a patent. If so, provide the patent number and/or patent application number.

3. PROJECT MANAGEMENT PLAN

Applicants shall describe a project management plan and timeline to perform activities under Phase I and Phase II as described above in Section I Paragraph E, Examples of Allowable Activities. Include a Gantt chart in the application to illustrate the entire plan with an estimated timetable.

NOTE: FHWA anticipates awards will be made on or about August 30, 2007. Accordingly, the project management plan should indicate what work is expected to be completed on the innovation from the application date to the award date.

Phase I: Phase I should include activities related to the refinement, testing and evaluation of the prototype. Include information on all completed monitoring and testing results. If applicable, applicants must submit at least one but not more than three letters from a State Highway Agency, municipality or contractor, addressed to the applicant, confirming that they are interested in the innovation and are willing to evaluate the use of the innovation in a current project during Phase I of this agreement.

(Note: Letters do NOT count towards page count limitations.)

Phase II: Phase II should include activities related to the first application demonstration, project evaluation and technology transfer. Applicants are encouraged to submit at least one but not more than 3 letters of interest from State Highway Agencies and/or local municipalities that may be interested in participating in the first application demonstration, subject to the successful results of the testing and evaluation in Phase I.

(Note: Letters do NOT count towards page count limitations.)

4. COMMERCIALIZATION PLAN

The proposal must contain a proposed plan to commercialize the innovation. Be as specific as possible, estimated to not exceed 2 pages. Discuss the company's strategy for bringing the product into the market. Indicate what additional investment, if any, will be needed to commercialize the technology and from where that investment will come from. Describe whether business staff is currently on-board who would be working on commercialization activities for the technology. Note: The activities associated with the commercialization plan are not funded by this solicitation.

5. ORGANIZATION, PERSONNEL AND FACILITIES

Describe the organizational structure and reporting relationships for the project, and the key personnel. Provide resumes for key personnel, not to exceed 2 pages per resume. (Note: Resumes do NOT count towards page count limitations.) Describe resources and facilities that are available for the project. Indicate liaison or cooperative work arrangements, if any, with states, other research organizations, producers, or potential product users.

6. OTHER RELATED PROPOSALS

Provide information on other proposals in the same or related technical areas that have been prepared and submitted by the investigator(s)/applicant to other agencies or programs, that are planned to be submitted in the current year, or that have been funded previously. Describe attempts to obtain external private funding, e.g. venture capital. Indicate "not applicable" if no such awards or proposals have been submitted or received. Provide a brief synopsis of other ongoing or completed work related to this application.

7. LETTERS OF SUPPORT

Below is a summary of required and recommended letters of support. These letters do not count towards the application page limit.

FHWA recommends that applicants scan letters for inclusion in the electronic submittal of the application at www.grants.gov. If such scanning method is not possible, originals of letters may be sent (mailed or faxed) directly to the agency point of contact, Sarah Tarpgaard (see contact information in Section VII herein), by the application due date. Applicants are encouraged to contact Sarah Tarpgaard by email or phone to confirm receipt of letters sent separately from the electronic application submittal.

1. **As described above under Project Management Plan, Phase I**, applicants are required to submit at least one but not more than three letters from a State Highway Agency, municipality or contractor, addressed to the applicant, confirming that they are interested in the innovation and are willing to evaluate the use of the innovation in a current project during Phase I of this agreement.
2. **As described above under Project Management Plan, Phase II**, applicants are encouraged to submit at least one but not more than 3 letters of interest from State Highway Agencies and/or local municipalities or contractors that may be interested in participating in the first application demonstration, subject to the successful results of the testing and evaluation in Phase I.
3. **Senior Executive**—A letter of commitment from an authorized senior executive of the company is required. Indication of the importance of the project to the company, and the company's commitment to supply key resources (e.g., the time of key personnel, cost-share funding facilities, and commercialization after the project ends) is helpful. This letter should verify the availability of cost-sharing funds for any direct cost share and for all indirect costs and describe any in-kind contributions being made to the project. If the application is a joint venture, a letter should be provided from each company.
4. **Contingent Funding**—Sometimes a potential investor will indicate a strong interest in evaluating the results of a project for possible future commercialization funding. This type of letter can help verify that the pathway to commercialization in the proposal has been studied and is feasible. However, if this funding is critical to the financial viability of the company in the first year of the project, a letter is required.
5. **Other Letters of Support**—Letters of support indicate a willingness from potential partners to become involved in the project if it is awarded and successful. These letters are not required but are encouraged. Examples of support letters to include:

Subcontractors—Letters of support from subcontractors who are key to the technical and business plan's success are useful for verifying the availability of resources.

Prospective Employees—Letters of commitment to join the company are useful for verifying the availability of key personnel, who are not yet employed at the proposing company, to participate in the project if awarded. These letters are especially useful for very small companies.

Strategic Partners—Strategic partners can aid in any element of the commercialization plan. Letters from strategic partners can demonstrate that the applicant has researched the market, has the necessary contacts and commitments to validate the commercialization plan and has considered the later commercialization needs early in project planning.

Part II - Budget Application

NOTE: There is no page limit on budget applications.

NOTE: Profit is not allowable for payment with Federal funds for the prime awardee under this agreement. Profit may be allowable for subawardees under this agreement.

Budget applications must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs as follows for each agreement year and in summary form. All of the following costs should be clearly delineated into two columns: (1) the FHWA share and (2) the cost share.
 - Identify names, provide labor categories, labor hours or percentage of time, labor rates.
 - Provide indirect rates and bases, include any audit information to support rates.
 - Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

Note: Include travel costs for two separate meetings, each one-day in length, for project briefings to the HfL staff in Washington, DC.

Note: For guidance on treatment of depreciation, see:

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, available at http://www.whitehouse.gov/OMB/circulars/a122/a122_2004.html, or
- Federal Acquisition Regulation Part 31.2, for commercial for-profit organizations, available at www.arnet.gov.

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such, should be furnished:
 - Name and address of the organization or consultant.
 - Description of the portion of work to be conducted by the organization or consultant.
 - Cost details for that portion of work.
 - Letter of commitment from sub-recipient.

Note: The total cost of all subcontracts/sub-recipients should not exceed 50 percent of total project cost, excluding any costs for specialized equipment or services.

3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or grants. Please provide your organization's DUNS number in your budget application.
4. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed.
5. Describe how the company will obtain the necessary resources to fund and fulfill the proposed cost share.
6. Most recently completed financial statements or annual report.

7. Representation of Limited Rights Data and Restricted Computer Software

The applicant offer shall provide the following information to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the applicant's response is not determinative of the status of such data should an agreement be awarded to the applicant.

The applicant shall include the following text in the application, filled in by the applicant:

“The applicant has reviewed the requirements for the delivery of data or software (see Data Rights Clause of the solicitation) and states [*applicant check appropriate block*] --

*** None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.**

*** Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:**

Note: “Limited rights data” and “Restricted computer software” are defined in the agreement clause entitled “Data Rights.”

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through www.Grants.gov by 4:15 pm Washington, DC time on **MAY 2**, 2007.

The deadline cited herein is the date and time by which the agency must receive the application.

Late applications will not be reviewed or considered unless the Agreement Officer determines it is in the Government’s best interest to consider the late application.

D. FUNDING RESTRICTIONS

FHWA will not provide any reimbursement of pre-award costs under this proposed agreement.

E. OTHER SUBMISSION REQUIREMENTS

FHWA uses www.Grants.gov for receipt of all applications. Applicants must register with www.Grants.gov and use the system to submit applications electronically.

In the event of system problems or technical difficulties with the application submittal, applicants should contact the FHWA point of contact designated on page 1. If applicants are unable to use the www.Grants.gov system due to technical difficulties, applicants must e-mail applications to the FHWA point of contact listed on page 1 no later than the application deadline cited above.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

FHWA will use the following criteria to evaluate applications. Criteria are listed in descending level of importance.

NOTE: FHWA will use the following criteria for selection of awards at both funding levels, \$200,000 and \$500,000.

1. Technical Merit of the Application (60%)

- **Significance of Innovation**—Will the innovation produce a significant advancement to conventional practice? Is there potential for successful deployment?
- **Potential Benefit**—Will the innovation benefit the transportation industry nationally?
- **Meets Program Objectives** – Does the application meet the HfL program objectives and **at least one of the HfL** goals? Does the application demonstrate that the technology is still in a prototype stage needing further refinement and testing, and has NOT already entered a public demonstration stage?

2. Organization's Qualifications to Perform the Tasks (40%)

- **Commercialization Commitment and Capability** – Does the applicant have a commercialization strategy that indicates an understanding of the industry? Is there evidence of a strong commitment to the innovation and a commercialization plan to have the innovation manufactured, marketed and distributed?
- **Project Management Plan** —Is the project management plan well thought out and accomplishable within 2 years?
- **Qualifications of the Team members**—Is there evidence of a solid organizational structure and highly qualified staff and experience to complete the project management plan in available facilities?

Cost

In addition to the criteria listed above, relative cost will be considered in the ultimate award decision. The budget application will be analyzed to assess cost reasonableness and conformance to applicable principles. Applications will be evaluated to ensure compliance with the minimum cost share requirement cited above. Applications proposing to exceed the required minimum cost share may receive preference in the evaluation process.

FHWA will consider the amount of cost sharing to be an indicator of potential for continued development and commercialization should the first application demonstration prove successful.

B. REVIEW AND SELECTION PROCESS

The Agreement Officer is the official responsible for final award selections. The Government is not obligated to make any award as a result of this announcement.

FHWA will make award based on the criteria cited above and intends to select applications for award that collectively best meet the program objectives stated herein.

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about August 30, 2007.

D. AWARD NOTICES

Only the Agreement Officer can commit the Government. The award document, signed by the Agreement Officer, is the authorizing document.

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

Performance under this grant shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations (49 CFR 19)”, [located at: <http://www.dot.gov/ost/m60/grant/49cfr19.htm>];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Organizations” [located at: http://www.whitehouse.gov/OMB/circulars/a122/a122_2004.html]

- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [<http://www.whitehouse.gov/omb/circulars/a133/a133.html>];
- 2 CFR Part 215 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” [*located at: http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html*]; and
- FAR Part 31 Cost Principles for Commercial Organizations
- Any other applicable Federal statute or regulation.

2. RESPONSIBILITIES OF THE RECIPIENT

The Recipient shall provide overall program management. Specifically, the Recipient shall be responsible for the following, as a minimum:

- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports and Annual Budget Reviews. (See Paragraph B of this Section, entitled Reporting.)
- Meeting with the FHWA Agreement Officer’s Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the AO and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO and/or AOTR.

3. TRAVEL AND PER DIEM

For nonprofit organizations, travel and per diem authorized under this grant shall be reimbursed in accordance with the applicant’s acceptable written travel policy in accordance with the OMB Cost Principles for Nonprofit Organizations. In the absence of an acceptable written travel policy, travel will be reimbursed in accordance with the Federal Travel Regulations in effect at the time of travel.

For for-profit organizations, travel will be reimbursed in accordance with the Federal Travel Regulations in effect at the time of travel.

In addition, all non-domestic travel shall be approved by the AO prior to incurring costs.

4. AMENDMENTS

Amendments to this agreement may only be made in writing, signed by both parties for bilateral actions and by the AO for unilateral actions, and specifically referred to as an amendment to this agreement.

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated ____TBD____ as Technical Representative to assist in monitoring the work under this agreement. The AOTR will oversee the technical administration of this agreement and act as technical liaison with the performing organization. The AOTR is not authorized to change the scope of work or specifications as stated in the agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this agreement shall not be construed to authorize the revision of the terms and conditions of performance. The Agreement Officer shall authorize any such revision in writing.

6. RESERVED

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

<i>Indirect Rate Type</i>	<i>Rate (%)</i>	<i>Base</i>
<i>(Information to be filled in at award)</i>		

In the event the recipient determines the need to adjust the above listed rates, the Recipient shall notify the FHWA of the planned adjustment and provide rationale for such adjustment. In the event such adjustment rates have not been audited by a Federal agency, the adjustment of rates must be pre-approved in writing by the Agreement Officer.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding available.

8. DATA RIGHTS

Rights in Data Clause – Part 1

Pursuant to 49 CFR Part 19.36, Intangible property,

- a. The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- b. Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The Federal Government has the right to:
 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Note: Under this award, FHWA interest and focus resides in the performance of the innovation and how the innovation contributes to the goals of the Highways for LIFE program, not in whether the innovation is potentially proprietary.

Rights in Data Clause – Part 2

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to grant administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and

performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this award, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

(i) Data first produced in the performance of this agreement;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and

training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Recipient shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright --

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph (d) of this clause, the Recipient may establish, without prior approval of the Agreement Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this agreement and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Agreement Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this agreement. When claim to copyright is made, the Recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Recipient grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted

data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Recipient grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Agreement Officer, incorporate in data delivered under this agreement any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Agreement Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears

any other restrictive or limiting markings not authorized by this agreement, the Agreement Officer may at any time either return the data to the Recipient, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Agreement Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Agreement Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Agreement Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Agreement Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Agreement Officer determines, with concurrence of the head of the contracting office, that the markings are not authorized, the Agreement Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Agreement Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Agreement Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this agreement is for a major system or for support of a major system by a civilian agency other than NASA and

the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Recipient is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this agreement, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Agreement Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Agreement Officer may agree to do so if the Recipient --

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Agreement Officer may also

(i) permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or

(ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or restricted computer software, if the Recipient desires to continue protection of such data, the Recipient shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Agreement Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Recipient may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice

(a) These data are submitted with limited rights under Government Grant Agreement No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: NONE

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3)

(i) Notwithstanding subparagraph (g)(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the Agreement Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be

withholdable. If delivery of such computer software is so required, the Recipient may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice

(a) This computer software is submitted with restricted rights under Government Grant Agreement No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be --

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the agreement.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in Grant Agreement No. _____ (and subcontract, if appropriate) with _____ (name of Recipient and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Recipient includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Recipient has the responsibility to obtain from its subcontractors/subawardees all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subcontractor/subawardee refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Agreement Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 19.27 and 2 CFR Part 215] not-to-exceed the funds currently available as stated herein. The Recipient shall submit an original and one copy of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly, to the AO address, and one additional copy to the AOTR address.

Advance Payments: The Recipient may be paid in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between transfer of funds and disbursement by Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method of payment.

Payment for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred including the cost share portion. Cost detail includes a breakout of all costs incurred direct labor, indirect costs, other direct costs, travel, etc.

The Agreement Specialist and the AO reserve the right to withhold processing requests for advance or reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office. *Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>.*

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the grant, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under grant No. DTFH61-07-(to be filled in at award)”.

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Performing Organization or a subrecipient under this grant, the Performing Organization shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

12. TERMINATION AND SUSPENSION

FHWA may terminate or suspend this agreement, in whole or in part, at any time prior to its expiration date in accordance with 49 C.F.R. Part 19. The Recipient may appeal a decision by the U.S. DOT, to terminate or suspend this agreement, in writing to the next level above the Agreement Officer within 30 days after receipt of the decision letter.

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with CFR Part 19.25.

Note: The Recipient must obtain prior written approval from the Agreement Officer to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this agreement. When requesting such approval, a letter request suffices.

14. FINANCIAL MANAGEMENT SYSTEM

By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and in compliance with the financial management system requirements of 49 CFR Part 19.21, available at <http://www.dot.gov/ost/m60/grant/49cfr19.htm#19.21>. The Recipient's failure to comply with these requirements may result in agreement termination.

15. ALLOWABILITY OF COSTS

Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., Non-Profit Organizations-2 CFR Part 230; Educational Institutions-2 CFR Part 220; FAR Part 31 – For Profit Organizations.

16. COST SHARING OR MATCHING

The Applicant shall provide a minimum of a 20% match to the total cost of the project. The applicant 20% match requirement can be met through direct financial support for the product development or testing or through “in-kind” services. By the completion date of the agreement, the applicant must have met the cost-sharing requirement. All cost share contribution must be submitted with sufficient detail and/or documentation to support the value of the contribution. If additional detail and/or documentation are determined necessary in order to verify the contribution, the applicant shall provide the requested information in a timely fashion.

17. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this grant is \$____(to be filled in at award) for the entire period of performance, subject to the limitations shown below:

- (1) Currently, Federal funds in the amount of \$____ (to be filled in at award), are obligated to this agreement.
- (2) Subject to availability of funds, and an executed document by the Agreement Officer, \$_____ (to be filled in at award) may be obligated to this agreement.

The Government’s liability to make payments to the Recipient is limited to those funds obligated under this agreement as indicated above and in any subsequent amendments.

18. CENTRAL CONTRACTOR REGISTRY (CCR)

The Recipient must be registered in the CCR in order to receive payments under this agreement. Use of the CCR is to provide one location for applicants and Recipients to change information about their organization and enter information on where government payments should be made. The registry will enable Recipients to make a change in one place and one time for all Federal agencies to use. Information for registering in the CCR and online documents can be found at www.ccr.gov.

19. KEY PERSONNEL

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award.

20. PROGRAM INCOME

Program Income earned during the project period shall be retained by the Recipient and added to funds committed to the project by the Federal awarding agency and the

Recipient and used to further eligible project or program objectives.

21. SUBAWARDS

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the AO for the subrecipient, transfer, or contracting out of any work under this award.

22. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient shall comply with the Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Nonprocurement). Further, the Recipient shall flow down this requirement to applicable subawards by including a similar terms or condition in lower-tier covered transactions. See 49 CFR Part 29 for detail of the requirement. (Note: 49 CFR Part 29 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

23. DRUG FREE WORKPLACE

The Recipient shall comply with Subpart B of 49 CFR Part 32, Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement. (Note: 49 CFR Part 32 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient shall submit all required reports and documents, under transmittal letter referencing the grant number, as follows:

Submit one hard copy to the Agreement Specialist at the following address:

Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590
Attention: (to be filled in at award)

Submit two hard copies and one electronic copy to the AOTR at the following address:

Department of Transportation
Federal Highway Administration
400 Seventh Street, SW, Room 3232
Washington, DC 20590
Attention: (to be filled in at award)

2. QUARTERLY PROGRESS REPORT

The Recipient shall submit two copies and one electronic copy of the quarterly progress report to the AOTR and one copy to the Agreement Specialist on or before the 30th of the month following the calendar quarter being reported. Final progress reports are due 90 calendar days after expiration of the award. Calendar quarters are:

- (1) January - March
- (2) April – June
- (3) July – September
- (4) October – December

Each report shall contain concise statements covering the activities relevant to the project, including:

- (a) A clear and complete account of the work performed each quarter.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the grant, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A section addressing how the results of the work performed supports one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence.
- (e) A tabulation of the current and cumulative costs expended by quarter versus budgeted costs, including cost share.
- (f) SF269 or SF269A, Financial Status Report.
- (g) If advance payments are used, SF272, Report of Federal Cash Transactions.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient shall submit two copies of the Annual Budget Review and Program Plan to the AOTR and one copy to the Agreement Specialist 60 days prior to the end of each agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with FHWA to discuss the Annual Budget Review and Program

Plan. Work proposed under the Annual Budget Review and Program Plan shall not commence until AO written approval is received.

4. DELIVERABLES

Kick off Annual Meeting	TBD
Detailed Workplan with timetable	30 days after grant effective date
Phase I - Report of performance specifications, testing results, operating procedures, and/or other phase I findings.	TBD
Phase II - Report of the first demonstration project evaluation	TBD
Guidelines for performance specifications, application, use and maintenance and/or other phase II findings.	TBD
Quarterly Progress Reports	On or before the 30th of the month following the calendar quarter being reported
Final Report	90 days after expiration of award
Annual Budget Review and Program Plan	60 days prior to end of agreement year

SECTION VII - AGENCY CONTACT

Address any questions to:

Sarah Tarpgaard, Agreement Officer
Federal Highway Administration
Office of Acquisition Management, HAAM-40F
400 Seventh Street SW, Room 4410
Washington, DC 20590

Sarah.Tarpgaard@dot.gov

(202) 366-5750 phone

(202) 366-3705 fax